

NOVEMBER 30, 2003

~~NOVEMBER 30, 2001-2002~~

~~NOVEMBER 30, 2000~~

CONTRACT PERIOD THROUGH ~~NOVEMBER 30, 1999~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **AMUSEMENT, DECORATIONS, ENTERTAINMENT, TOYS AND GAMES, RADIOS
WITH EARBUD HEADPHONES
[AKA-AM/FM RADIOS WITH EARBUD HEADPHONES]**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **November 18, 1998**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/cl
Attach

Copy to: Clerk of the Board
Victoria Brown, MCSO Inmate Canteen
Stephen Krausnick, MCSO Procurement
Sharon Tohtsoni, Materials Management

(Please remove Serial 98093-X from your contract notebooks)

SPECIFICATIONS ON CALL FOR BID FOR: **AM/FM RADIOS WITH EARBUD HEADPHONES**

1.0 **INTENT:**

The intent of this Call for Bids is to establish an annual pricing agreement for **AM/FM Radios with Earbud Headphones** for the Inmate Canteen Division of the Maricopa County Sheriff's Department. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 **TECHNICAL SPECIFICATIONS:**

- 2.1 AM/FM radio must be stereo, pocket-size, with earbud (in ear) stereo headphones (without headband), belt clip, weatherized, splash-proof design, automatic frequency control on FM, operates on AAA batteries only (not included), and include one (1) full year warranty, Optimus 12-455 or equal. **Note: RCA Model RP1610 has been deemed not acceptable.**
- 2.2 Headphones and replacement headphones must be stereo, earbud (in ear) type without headband, and include one (1) full year manufacturer's warranty. Sensitivity 85 dB @ 1mW, 32 ohms, maximum input 30 mW, frequency response 20-20,000 Hz, 13mm speaker size, ferrite magnet, 48" cord, 1/8" stereo mini plug. Sound quality must be clear. Memorex or equal.
- 2.3 Product packaging shall be by the original manufacturer and in an acceptable and professional manner. Items delivered that are not packaged by the original manufacturer shall be returned to the vendor at no cost to Maricopa County. Substituting items within original packaging shall not be acceptable. Failure to provide the products and/or services, as specified, herein may result in the Contractor being considered non-responsive.

3.0 **STANDARD TERMS & CONDITIONS:**

3.1 **LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Vendors signify their understanding and agreement by signing this document, that this is a requirements contract based on the County's best usage estimates.

It only indicates that if purchases are made for the commodities or services contained in this contract, that they will be purchased from the vendor awarded that item. Orders will only be placed when a need is identified by a using agency or department and proper authorization and documentation have been approved.

3.2 **CONTRACT LENGTH:**

This call for bid is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.3 **OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of four (4), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.4 **CURRENT PRICING/RESPONSIBILITY:**

It is the responsibility of the successful vendor to advise the Maricopa County Materials Management Department of any changes that may affect pricing, catalogs, delivery or any condition of this contract. All requests shall be in writing and shall be tendered with a minimum of thirty (30) days notice. This notice in no way obligates the County to accept any change to the awarded contract. No changes to the existing contract will become effective until approved in writing by the Maricopa County Materials Management Department.

3.0 STANDARD TERMS & CONDITIONS: (continued)

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant agreement for convenience by providing thirty (30) calendar days advance notice to the Contractor.

3.6 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

3.7 APPROPRIATION CONTINGENCY:

The Vendor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The vendor and the County herein recognized that the continuation of any contract after the close of any given fiscal year (July 1 – June 30) shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

3.8 SUBCONTRACTING:

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the contract serial number and identify the job project.

3.9 INCORPORATION OF BID INTO THE CONTRACT:

The contents of this solicitation and the successful Vendor(s) response are to be incorporated into the Contract.

3.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

3.11 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using department(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

3.12 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.

3.0 STANDARD TERMS & CONDITIONS: (continued)**3.13 FINANCIAL STATUS:**

All vendors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a vendor non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid/proposal/quote in response to this solicitation, the vendor agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the vendor will meet its obligations to the County.

3.14 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Vendor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area, which are intended to both improve and expedite this process. In light of these efforts, vendors are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

3.15 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the vendor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Vendors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this solicitation, the vendor specifically acknowledges to be bound by this cancellation policy.

3.16 BID PROTESTS AND DISPUTE RESOLUTION:

Bid protests and contract disputes shall be handled in accordance with the provisions of Article 9, MC1-905, MC1-906, respectively, of the Maricopa County Procurement Code.

3.17 DELIVERY:

3.17.1 Delivery is required F.O.B. Destination, within fourteen (14) days of receipt of Purchase Order.

3.17.2 AM/FM Radio and Headphones in quantities listed herein to be delivered to Maricopa County Sheriff's Inmate Canteen, 319 W. Buchanan, Phoenix, Arizona, 85003, Attention: Victoria J. Brown, Manager

3.0 STANDARD TERMS & CONDITIONS: (continued)**3.17 DELIVERY: (continued)**

3.17.3 The contractor shall be expected to stock locally sufficient quantities as maybe necessary to meet the County's needs.

3.17.4 It shall be the Contractors responsibility to meet the County's delivery requirements, even if the Contractor finds it necessary to purchase on the open market or to incur additional freight costs. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.18 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

3.19 PROVISIONS OF BID DOCUMENTS:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

3.20 INCURRING COSTS:

Maricopa County is not responsible for any costs incurred in preparing this bid, including the acquisition of supplies and/or personnel.

3.21 PUBLIC RECORD:

All information submitted relating to this bid, except for proprietary information, shall become part of the public record, in accordance with MC1-406.

3.22 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any vendor believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

3.23 AWARD:

Award will be made to the lowest responsive/responsible vendor(s) meeting the specifications and requirements set forth in this call for bids. The County reserves the right to award in whole or in part, by item, group of items, or by section where such action serves the County's best interest.

3.24 MBE/WBE PARTICIPATION:

Vendors submitting proposals are encouraged to solicit MBE/WBE participation on this contract. A list of certified MBE/WBE enterprises may be obtained by contacting Carlos Avelar, Contracts Compliance Coordinator for Maricopa County at (602) 506-8656. Please indicate in your bid response MBE/WBE areas of involvement for monitoring purposes.

3.0 STANDARD TERMS & CONDITIONS: (continued)**3.25 INVOICING REQUIREMENTS:**

All item(s) purchased by the County, whether picked up or delivered, shall be accompanied by a proper invoice billed to the appropriate County agency per the purchase order instructions:

All invoices shall indicate the following:

1. Contract number
2. County purchase order number
3. Quantity
4. Part number(s)
5. Description
6. Pricing per unit
7. Labor hourly rate
8. Total
9. *Freight, (if applicable)
10. Sales tax on parts only
11. Provide two (2) legible copies of the invoice.
12. The invoice shall be dated and signed (full name) by the County employee receiving the parts.

*FREIGHT: If freight is applied on a invoice(s) the following requirements are to be indicated on the invoice(s):

- a) Identify the expedited delivery (overnight, airfreight, UPS direct, etc.) on the invoice(s).
- b) Full name of the using agency employee authorizing this method of delivery.

Invoices not disclosing the above information shall be returned to the Contractor(s) for the necessary corrections.

Questions regarding billing or invoicing shall be directed to using agencies accounts payable division.

3.26 POST-AWARD MEETING:

The successful Contractor(s) may be required to attend a post-award meeting with the using agency for discussion of the terms and conditions of this contract. This meeting shall be coordinated by the procurement officer of this Contract.

3.27 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

1. Cancel the contract, if it is currently in effect.
2. Determine the amount that the County was overcharged and submit a request for payment from the vendor for that amount.

3.28 CONTRACT ADMINISTRATION:

- 3.28.1 To help insure contract compliance, a contract administration process will be an integral part of this contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.

3.0 STANDARD TERMS & CONDITIONS: (continued)**3.28 CONTRACT ADMINISTRATION: (continued)**

3.28.2 The vendors should know in the bidding process that the successful bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal vendor/user relationship will exist when within compliance and the contract administration process should be transparent.

3.29 REGISTRATION:

Vendors are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

3.30 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (pricing page) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive. Minimum purchase requirements (if any) must be explained in writing by the bidder.

3.31 INDEMNIFICATION:

The Contractor agrees to indemnify and save harmless the County, its officers, agent and employees, hereinafter referred to as indemnitee, from all suits, including attorneys' fees and costs of litigation, actions, loss, damage, expense, cost or claims, of any character including without limitation, injury to or death of any and all persons or property damage sustained and caused by any act, omission, neglect, or misconduct of contractor or on account of any action, claim or amount arising or recovered under Workmen's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnitee shall, in all such instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage.

3.32 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid Purchase Order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$1,000.00.** No other request is valid.

3.33 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Vendor shall be required to offer equipment or materials which meet the specifications or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to those contained in the specifications, but are believed to be of equal or greater quality and functionality, the vendor shall be required to note such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision-maker as to whether the deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive non-material deviations. Failure to adequately detail any proposed deviation may be grounds for rejection of the entire bid/proposal.

3.0 STANDARD TERMS & CONDITIONS: (continued)**3.34 EMPLOYEE PRICING:**

Vendors are requested to include with their bids/proposals/quotes the amount of any discounts they are willing to offer to Maricopa County Employees. The amount of the offered discount, if any, will not be considered in evaluating bids/proposals/quotes to determine which vendor has offered the lowest price or which proposal is determined to be in the best interest of Maricopa County. The County does not want vendors to offer any discount to County Employees that would negatively impact the pricing the vendors offered to Maricopa County for its purchases. Should the vendors have any questions regarding this request, please contact Gregory Whitt at (602) 506-3454.

3.35 VENDOR/BIDDER REVIEW OF DOCUMENTS:

Vendor/bidder shall review their bid submission to assure the following documents are properly completed:

1. One (1) original and one (1) copy of all submissions is MANDATORY.
2. Pricing pages, MANDATORY.
3. Year 2000 Contract Compliance statement and Agreement page.

3.36 INQUIRIES:

Questions concerning this bid should be directed to:

Gregory R. Whitt
Department of Materials Management
Telephone: (602) 506-3454

4.0 SPECIAL TERMS & CONDITIONS:**4.1 CONTRACTOR RESPONSIBILITY:**

The Contractor shall be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.2 CONTRACTOR LICENSE REQUIREMENT:

- 4.2.1 The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this Contract and shall comply with the same.
- 4.2.2 Contractors furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors. A Contractor is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the Contract. Vendors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Vendors shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.3 AMPLIFYING DATA:

Should any Vendor wish to submit amplifying data with this bid, a statement should be made on the bottom of the bid that such amplifying material is a part of the bid and attach material to the bid form(s).

4.0 SPECIAL TERMS & CONDITIONS: (continued)**4.4 BRAND NAME:**

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. **Products substantially equivalent to those designed shall qualify for consideration.**

4.5 GUARANTEE:**4.5.1 All equipment, units and components shall be guaranteed in accordance with the following clauses:**

Guarantee that the equipment offered is free from defects in design and construction and that it will give continuous and efficient service under normal conditions for a minimum period of twelve (12) months or OEM warranty, whichever is greater from date of delivery.

Guarantee that the equipment is the manufacturer's standard design in construction and that no changes or substitutions have been made.

Guarantee and agree to replace promptly without cost of any nature to the County during the warranty period any and all parts failing because of defects in design and/or construction excepting those parts that may fail as a result of accident, fire, or negligence on the part of the operating personnel ("Promptly" in this case is defined to mean within 48 hours from time of demand).

4.6 SAMPLES:

Vendors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within two (2) working days from date of request and furnished at no cost to the County and sent to the address designated in the Call for Bids.

4.7 LITERATURE:

Vendor shall identify items, with manufacturer's name and catalog/model number. In addition, vendor shall furnish descriptive literature, including technical specifications of items other than specified and must identify any variances to facilitate comparison of bids. Failure to submit descriptive literature or to identify any variances may result in bid disqualification.

4.8 INSURANCE:

The successful Vendor shall be required to furnish and maintain during the life of the contract with the County such public liability and property damage insurance as shall protect him and any subcontractor performing work covered by the contract from claims for damages for personal injury, including accidental death, except by persons protected by Worker's Compensation Statute and from claims for property damages which may arise from operations under the contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. **All certificates of insurance shall be identified with bid serial number and title.** A \$25.00 administrative fee will be assessed for all certificates of insurance received without the appropriate bid serial number and title.

GW/mab

cc: Inmate Canteen

D & L MGMT SERVICES, INC. d.b.a. D & L COMMUNICATION SYSTEMS, 21424 N. 7TH AVE, STE 5, PHOENIX, AZ, 85027

5.0 PRICING:

The bidders hereby certify that they have read, understand, and agree that acceptance by Maricopa County of the bidder's offer by the issuance of a purchase order or contract will create a binding contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

Unit price as bid for **AM/FM Radios with Earbud Headphones** in accordance with attached specifications:

<u>CATALOG</u>	<u>ITEM/</u>	<u>EST.</u>	<u>MODEL</u>	<u>PRICE</u>
<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>USAGE</u>		
C596501	Earbud (in ear) stereo headphones (no			
0607685	metals) for replacement as specified.			
	Must fit above am/fm radio.			
	Memorex or equal	5,000	Memorex/Equal	\$ 2.00 /ea

(Headset): 1 year

Delivery (days ARO): 30 days minimum

F.O.B. Destination: ☒ Yes ☐ No

Does pricing extend to County employees? ☒ Yes ☐ No

Vendor to indicate if other governmental agencies may purchase against this contract: ☒ Yes ☐ No

TERMS: 1% 15, Net 30

FEDERAL TAX ID NUMBER: 22-3057409

VENDOR NUMBER: 223057409 A

TELEPHONE NUMBER: (602) 502-0787

FAX NUMBER: (602) 502-0787

CONTRACT PERIOD: To cover period ending November 30, 1999.
November 30, 2000
November 30, 2001

3110 N. CENTRAL AVE., SUITE #152, PHOENIX, AZ 85012

RADIO SHACK 01-3448, 37 PARK CENTRAL MALL, PHOENIX, AZ, 85013-4345

NIGP CODE: 03784

5.0 PRICING:

The bidders hereby certify that they have read, understand, and agree that acceptance by Maricopa County of the bidder's offer by the issuance of a purchase order or contract will create a binding contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

Unit price as bid for **AM/FM Radios with Earbud Headphones** in accordance with attached specifications:

CATALOG NUMBER	ITEM/ DESCRIPTION	EST. USAGE	MODEL	PRICE
C582001 0607239	AM/FM Radio, pocket size, with earbud (in ear) stereo headphones and belt clip. Uses AAA Batteries only. Optimus 12-455, or equal	<u>6,000</u>	<u>120-0455</u> OPTIMUS 12-455	\$ <u>14.99</u> /ea Minimum order 500

Warranty (Radio): 1 Year

(Headset): 90 Days

Delivery (days ARO): 7 - 10 days

F.O.B. Destination: X Yes No

Does pricing extend to County employees? X Yes No Minimum order 500

Vendor to indicate if other governmental agencies may purchase against this contract. Yes X No

TERMS: Net 30

FEDERAL TAX ID NUMBER: 75-1047710

VENDOR NUMBER: 751047710 A

TELEPHONE NUMBER: (602) 279-4018

FAX NUMBER: ~~(602) 279-9831~~

CONTRACT PERIOD: To cover period ending ~~November 30, 1999.~~
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